

Exhibit B

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1 E. SLININ
 2 Q. That would be \$2,000,000;
 3 correct?
 4 A. Correct.
 5 Q. So, you pledged \$2,000,000
 6 --
 7 A. Additional.
 8 Q. Under the guarantee here?
 9 A. That is correct.
 10 Q. When you say, "additional"
 11 --
 12 A. Because technically, if me
 13 and him -- me and Alex Shnaider are
 14 50/50. He holds those two positions,
 15 which total \$4,000,000 already in his
 16 possession worth of contracts for the
 17 planes. He said to me the following,
 18 "If I were not able to liquidate the
 19 two positions, you will be liable for
 20 this money." I said, "Alex I have no
 21 problem." He said, "Because you have
 22 to have the skin in the game. You are
 23 my partner. If you don't have the
 24 cash available this time, I am willing
 25 to provide you that -- that money, but

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 2 we are 50/50 until we liquidate those
 3 positions. If we take a loss, I want
 4 you to hold responsible for the
 5 losses."
 6 Q. Okay.
 7 So, if there was not a
 8 liquidation of these --
 9 A. I would have been liable.
 10 Q. Hold on.
 11 If there was not a
 12 liquidation of Contract 161 and 162,
 13 it's your belief that Mr. Shnaider
 14 told you that you would have been
 15 liable for the \$4,450,000 under the
 16 promissory note?
 17 A. It was only 4,000,000. 450
 18 got paid right away, right there and
 19 then.
 20 Q. Okay.
 21 You would have been liable
 22 for \$4,000,000 under these two
 23 contracts?
 24 A. Yes.
 25 Q. You would have been liable

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1 E. SLININ
 2 for the full 2,000,000 under each
 3 contract; correct?
 4 A. Yes.
 5 Q. 2,000,000 under Contract
 6 161?
 7 A. Yes.
 8 Q. And 2,000,000 under Contract
 9 162?
 10 A. Correct.
 11 Q. So, you pledged one hundred
 12 percent of the interest in each of the
 13 two contracts; correct?
 14 A. Correct.
 15 Q. What did you do with the
 16 \$4,000,000 or \$4,450,000 under this
 17 promissory note?
 18 A. Alex received 450,000 right
 19 there and then.
 20 Q. So, you paid Mr. Shnaider
 21 450 --
 22 A. Yes. 4,000,000 he refunded
 23 back to Mr. Sheikhametov.
 24 Q. 4,000,000 was refunded back
 25 to Mr. Sheikhametov?

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1 E. SLININ
 2 A. Mr. Sheikhametov.
 3 Q. Okay.
 4 A. It was refunded more because
 5 we took him from 5,000,000 -- over
 6 5,000,000 in deposits. I refunded --
 7 whatever the profit margin was there,
 8 Alex kept his profit margin. I end up
 9 returning to Mr. Sheikhametov the
 10 profit margin, and then the \$4,000,000
 11 was repaid back to him from Alex.
 12 Q. That's my next question.
 13 Where did the 4,000,000 come
 14 from to pay Mr. Sheikhametov back?
 15 A. From Alex Shnaider.
 16 Q. And so in exchange for this
 17 promissory note, that you signed on
 18 behalf of All City Funding, Mr.
 19 Shnaider repaid the \$4,000,000 in
 20 deposits that Mr. Sheikhametov had
 21 paid; correct?
 22 A. Correct.
 23 Q. Okay.
 24 Mr. Sheikhametov had made
 25 those deposits to purchase an

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your interest in Contract 207, do you know how much, dollars wise, you had

A. \$1,000,000.

Q. Do you know -- going back to Contract 161 and 162, do you know why the deposits to Mr. Sheikhametov were returned?

A. He didn't want to buy it because he didn't like the fact that um, those contracts were not directly from Bombardier to his company because he wanted to make sure it's a direct contract to him, and Alex said, "I am not going to give to him because the delta of the profits in the future days we will not make money. He will most likely not pay. So, therefore I am not doing this deal." I said, "Alex, then we have to return the money," and at that time Alex said, "Okay. We are going to return him the money and we are going to try to sell the planes somewhere else."

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Q. You understood though, that the contract that CL850 or CAC had with Mr. Sheikhametov, did not require the return of the money; correct?

A. I understood that, but we felt that we needed to return the money.

Q. Okay.

Same thing for Contract 162, you understood that the contract that Mr. Sheikhametov had with either CL850 or CAC, did not require the.

Return of the money?

A. We understood that.

Q. And the \$2,000,000 deposit for Contracts 161 and 162 were returned then to the purchaser; correct?

A. Correct, it was a total of \$4,000,000, two and two. He had 2,000,000 on each deposit -- on each contract. He put 2.5 I think, or 2.6 where -- initially, and we refund him everything. Mr. Shnaider kept his

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share of the profit, just to let you know again. He kept his share of the profit, and initially from the beginning that was his delta he kept it.

Q. Mr. Sheikhametov actually put more than \$4,000,000 in total on -- let me finish, Contracts 161 and 162; correct?

A. Correct.

Q. And he was refunded more than 4,000,000, but less than what he paid in total; correct?

A. He got refunded everything, penny to penny, whatever he put down.

Q. What happened with regard to Contract 162; if you know?

A. Everything was refunded back to the factory.

Q. And was the contract terminated?

A. Yes. All the contracts were returned to the factory and terminated, and we received all the --

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all the money towards the Contract 169.

Q. Well --

A. I think 169; correct?

MR. LEBOWITZ: 161.

A. The green.

Q. 161.

And that's what I am trying to understand. So, you returned 4,000,000 or more on Contract 161 and 162; correct?

A. Okay.

Let me just -- again, the entire seven positions that were purchased, including my position, and Alex Shnaider's position --

Q. When you say, "my position and Mr. Shnaider's position," you are referring to Contracts 207 and 206; correct?

A. That's correct. Everything was made a global negotiation with Bombardier, that they will take everything back, and then we will take

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1 E. SLININ
2 a delivery of one green Challenger 850
3 and one Lear 60 XR.

4 Q. I understand.

5 I am trying to make sure
6 that the record is clear. So bear
7 with me and my questions, and try to
8 listen to my question, and answer my
9 question, sir.

10 So, was there any money left
11 on Contract 161 after you repaid Mr.
12 Sheikhametov to contribute towards the
13 actual aircraft that was taken
14 delivery of in green form?

15 A. Of course it was left
16 because Sheikhametov -- no, actually
17 in Sheikhametov's position was nothing
18 left, except whatever Mr. Shnaider
19 profited from the initial deposit,
20 probably 450 or \$500,000.

21 Q. Was there any money from
22 Contract 162 once you returned the
23 money to Mr. Sheikhametov to
24 contribute towards the aircraft that
25 was delivered green?

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1 E. SLININ

2 A. No, except Mr. Shnaider,
3 whatever he left his deposit -- I mean
4 his profit margin from the initial
5 deposit.

6 Q. Was money then in the form
7 of deposits available from other
8 contracts that are the subject of this
9 lawsuit, to contribute towards the
10 green plane?

11 A. Yes, absolutely.

12 Q. Do you know how much was
13 contributed?

14 A. Give me one second. Let me
15 calculate it.

16 Q. If you --

17 A. I can calculate it. Right
18 from my recollection. It was --
19 10,000,500 was applied towards the
20 green plane.

21 Q. Do you know where the
22 10,000,500 in deposits came from?

23 A. It came from Mr. Pirumov,
24 okay, and also of that 10.5 is my
25 \$2,000,000, which I own the plane that

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1 E. SLININ

2 I bought from Pirumov, so the
3 calculations, and -- one Lear 60,
4 which is \$1,000,000.

5 Q. Was that Contract 206 or
6 207?

7 A. One of them. I don't
8 remember exactly.

9 Q. Well, was it yours, or was
10 it Mr. Shnaider's?

11 A. It was either mine or
12 Mr. Shnaider's; one of ours. We made
13 the deal with Mr. Shnaider. If we
14 will take a loss on Lear 60, we will
15 split this loss equally 50/50.

16 Q. Okay.

17 Did you ever take a loss on
18 any of the aircraft that are the
19 subject of this lawsuit?

20 A. Yes, on my Lear 60.

21 Q. Did you record a loss on any
22 of your financial statements?

23 A. I don't remember. I don't
24 remember.

25 Q. So, you don't know if you

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1 E. SLININ

2 ever reported a loss on the Lear 60?

3 A. I don't remember.

4 Q. Who would know?

5 A. I guess my accountant.

6 Q. At the time that the
7 deposits that you just referred to
8 were attributed to the purchase of
9 Contract 161, which we also refer to
10 as Serial number 8100, which is also
11 the green plane, what is your
12 position, as to what interest, if any,
13 you had in Contract 169, which is
14 shown on page three of the promissory
15 note?

16 MR. LEBOWITZ: Can you read
17 that back?

18 (Whereupon, the record was
19 read by the reporter.)

20 MR. LEBOWITZ: Objection to
21 the form of the question.

22 A. Correct, I was a partner.

23 Q. What interest do you believe
24 you had in Contract 169 when you
25 pledged it?

<p style="text-align: right;">Page 190</p> <p>1 E. SLININ 2 we will mark as Slinin Exhibit 12. 3 (Whereupon, an aircraft 4 purchase agreement was marked as 5 Slinin Exhibit 12, for 6 identification, as of this date.) 7 Q. Sir, this document that I 8 placed before you as Slinin Exhibit 12 9 is Bates stamped POOO167 through 10 POOO208. It's a composite exhibit of 11 more than one document. 12 MS. DYER: And for the 13 record, it was previously marked 14 yesterday in composite form as 15 Zilberman Exhibit 9 as well. 16 Q. I am going to be directing 17 your attention to certain pages, but 18 feel free to look over it if you would 19 like. 20 My first question is, with 21 regard to the first document in this 22 composite exhibit, comprised of 23 POOO167 through P000173, do you 24 recognize that document, sir, the 25 first document?</p>	<p style="text-align: right;">Page 192</p> <p>1 E. SLININ 2 Q. That is my question. 3 A. The question is, it's there, 4 but this contract was negotiated. 5 Q. That's all I am asking. 6 A. No, no, no, Ma'am. 7 Q. Is it there? 8 A. It's there, but it's not 9 reflecting these deals, at all, in any 10 way, shape, or form. I can show you 11 at the trial -- I will demonstrate to 12 you -- 13 Q. Sir -- 14 A. Everybody from Bombardier 15 will come to that. 16 Q. That's fine. 17 A. No, I want to make it clear 18 that it will be at the trial. I will 19 make sure I will present everybody 20 from Bombardier. Where you are going 21 with that has nothing to do because -- 22 (Simultaneous speaking) 23 Q. Mr. Slinin -- 24 A. No, but I say what it is. 25 Q. Mr. Slinin, please.</p>
<p style="text-align: right;">Page 191</p> <p>1 E. SLININ 2 A. It's um, a contract between 3 Bombardier and Challenger Aircraft 4 Company, LTD. 5 Q. And it's for the purchase of 6 a Challenger 850; correct? 7 A. Yes. 8 Q. And it's for 24,550,00; 9 correct? 10 A. Correct. 11 Q. And it provides, in Article 12 2.1, for a \$2,000,000 initial payment; 13 correct? 14 A. Correct. 15 Q. And if you look at the 16 amount of liquidated damages under 17 section 9.5, which is on P00171; do 18 you see that, sir? 19 A. Yes. 20 Q. It provides for \$2,300,000 21 of the purchase price of liquidated 22 damages in the event of a default; 23 correct? 24 A. Counsel, where are we going 25 with that?</p>	<p style="text-align: right;">Page 193</p> <p>1 E. SLININ 2 A. I want to make sure it is on 3 the record. 4 MS. DYER: I am being as 5 polite as I can. 6 MR. LEBOWITZ: You are. 7 MS. DYER: I really am 8 usually not this patient with 9 people. 10 A. It doesn't mean anything. 11 It has no reference to this deal. 12 MR. LEBOWITZ: I know, 13 maybe so, but Ms. Dyer is 14 entitled to ask whatever 15 questions she wants as long as 16 they are proper, and you are 17 required to respond. So, we will 18 be done more quickly if you just 19 answer her questions, and then if 20 necessary, I can always ask you 21 additional questions once she 22 completes her examination. 23 Let us continue. 24 MS. DYER: Okay. 25 Q. So, under Article 9.5 there</p>

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1 E. SLININ
 2 is a liquidated damages amount set
 3 forth of 2.3 million dollars; correct?
 4 A. Correct.
 5 Q. And if you look at P000182
 6 there is a signature block for Blue
 7 Industrial Skies, Inc.; correct?
 8 A. Correct.
 9 Q. And there is a signature
 10 underneath of Mr. Pirumov; correct?
 11 A. Georgy Pirumov, correct.
 12 Q. Correct.
 13 Was he the owner, at the
 14 time, of Blue Industrial Skies, Inc.?
 15 A. Yes.
 16 Q. If you look back then at
 17 P000176; do you see that?
 18 A. Yes, I do see that.
 19 Q. Okay.
 20 So, we were just looking at
 21 a signature of Mr. Pirumov, correct,
 22 on this document, which is an
 23 agreement between Challenger Aircraft
 24 Company Limited and Blue Industrial
 25 Skies, Inc.; correct?

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1 E. SLININ
 2 A. Correct.
 3 Q. And it provides that Mr.
 4 Pirumov is going to pay an initial
 5 payment of \$3,450,000 under section
 6 2.11; is that correct?
 7 A. Correct.
 8 Q. Did you or one of your
 9 companies receive that payment from
 10 Mr. Pirumov of 3.45 million?
 11 A. I don't recall.
 12 Q. Looking back at the first
 13 page of this document, 2,000,000 of
 14 that 3.45 million went to Bombardier;
 15 is that correct?
 16 A. How much you say went to
 17 Bombardier?
 18 Q. 2,000,000.
 19 If you look back at the
 20 first page of the entire document.
 21 A. Yes, the 2,000,000 went to
 22 Bombardier.
 23 Q. Do you recall when you first
 24 learned that Mr. Pirumov wanted to
 25 exit this contract?

1 E. SLININ
 2 A. Sometime in 2008.
 3 Q. Okay.
 4 And if you look at within
 5 this document PO2O -- strike that.
 6 Let me show you document --
 7 actually, before we do that, do you
 8 know if Jets Worldwide, LLC, ever
 9 bought Blue Industrial Skies, Inc.?
 10 A. I don't remember.
 11 Q. Well, if you look at
 12 P000190; do you see that?
 13 A. (No verbal response.)
 14 Q. Do you see that sir?
 15 A. Yes.
 16 Q. You see you are signing as a
 17 member of Jets Worldwide, LLC;
 18 correct?
 19 A. That is correct. That's the
 20 position we bought it.
 21 Q. It says at the beginning of
 22 this letter, "Dear sir, you are hereby
 23 appointed by the undersigned, being
 24 all of the shareholders of Blue
 25 Industrial Skies, Inc.;" do you see

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1 E. SLININ
 2 that?
 3 A. Correct.
 4 Q. Does that refresh your
 5 recollection --
 6 A. Yes.
 7 Q. -- that Jets Worldwide, LLC,
 8 owned Blue Industrial Skies, Inc.?
 9 A. Yes, yes. Now I remember,
 10 that, yes.
 11 Q. Alright.
 12 A. We bought this contract from
 13 Mr. Pirumov. I spoke to Alex
 14 Shnaider, and we agreed I need to buy
 15 him out to demonstrate because he had
 16 some reservation of those contracts
 17 were incorrect. I said, "Why don't
 18 you take it, and I would resell it?"
 19 Q. Okay.
 20 Look if you would at
 21 P0001129 in this composite exhibit.
 22 A. Settlement agreement July
 23 2008, yep.
 24 Q. Correct.
 25 Right.

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1 E. SLININ
 2 If you look at the following
 3 page, which is 193; do you see that,
 4 sir?
 5 A. Okay.
 6 Q. Okay.
 7 This is a settlement
 8 agreement dated July 3rd, 2008,
 9 between Challenger Aircraft Company
 10 Limited and Blue Industrial Skies,
 11 Inc.; correct?
 12 A. Yes.
 13 Q. It's a settlement agreement
 14 between a company that is owned by
 15 you, and Challenger Aircraft Company
 16 Limited; correct?
 17 A. Correct.
 18 Q. Do you know why the parties
 19 entered into this settlement
 20 agreement?
 21 A. Because I purchased the
 22 contract back, the contract back from
 23 Pirumov, as I told you before.
 24 Q. What was the effect of this
 25 settlement agreement?

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1 E. SLININ
 2 A. What do you mean, "effect?"
 3 Q. What was the effect --
 4 A. The outcome?
 5 Q. What was this settlement
 6 agreement doing?
 7 A. Alex wanted to make sure
 8 that everything was done correctly,
 9 because I think his attorney Marechal
 10 was handling all that transactions.
 11 Basically, what we did, I bought this
 12 aircraft where Alex said, "Don't
 13 worry, we will sell this aircraft. I
 14 have a buyer for it." That was it.
 15 This is part of my money, which I
 16 described to you a couple of minutes
 17 ago. You asked me, "How did I arrive
 18 to this money?" That was the
 19 agreement that demonstrates when I
 20 bought this aircraft from Pirumov, and
 21 I became an owner of this aircraft,
 22 and then I gave it back to Alex to
 23 give it back to the Bombardier, part
 24 of the whole 161 green.

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1 E. SLININ
 2 Q. Okay.
 3 Please look at P000198
 4 please.
 5 Do you see that this is
 6 entitled --
 7 (Simultaneous speaking)
 8 Q. Exhibit A, Aircraft Purchase
 9 Agreement.
 10 A. Yeah, I see that.
 11 Q. Okay.
 12 You see that? That's an
 13 exhibit to the settlement agreement
 14 that we were just referencing;
 15 correct?
 16 A. Correct.
 17 Q. Okay.
 18 If you look at the actual
 19 exhibit on the first page P000199, you
 20 see that it is aircraft purchase
 21 agreement between Challenger Aircraft
 22 Company Limited as the seller, and
 23 Blue Industrial Skies, Inc., as the
 24 buyer; do you see that?
 25 A. Yes.

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1 E. SLININ
 2 Q. You were the owner of Blue
 3 Industrial Skies, Inc.; correct?
 4 A. Yes.
 5 Q. At this time?
 6 A. Yep.
 7 Q. If you look back at the
 8 settlement agreement, if you look at
 9 P000194 --
 10 A. Hold on.
 11 Yeah.
 12 Q. It says in section 4.1, "The
 13 parties agree that the settlement
 14 agreement terminates all liabilities
 15 (whether accrued or not), rights,
 16 duties, and obligations of any party
 17 under the APA;" correct?
 18 A. What does that mean?
 19 Q. I am just asking you if it
 20 says that?
 21 A. I don't know what it says
 22 here. I am not a lawyer.
 23 Q. I am just reading it. I
 24 read it verbatim.
 25 Is that what the agreement

E. SLININ

says?

A. That's what it says, but again --

Q. I'm not --

A. Hold on a second. On page -- page 197.

Q. Sir --

A. You missed it. Rob Lee --

Q. I am asking you if that is what the agreement says?

A. That's what it says.

Q. And you referenced page POO197, and Rob Lee has his signature --

A. His input.

Q. As Challenger -- on behalf of Challenger Aircraft Company Limited; correct?

A. Correct, which you missed that one. Yes, okay.

Q. No, I didn't.

This settlement agreement doesn't provide that CAC is going to return any payments to Blue Industrial

E. SLININ

Q. So, I disagree with you about whether everything was done verbally, and I think that is wrong, but what I am asking you about right now is what this document either does or doesn't provide. There was a settlement agreement, and I am simply trying to ask you about it.

Do you know if this settlement agreement provided that any money would be returned to either Mr. Pirumov or you?

A. According to the agreement, and according to my understanding with all the dealings, Mr. Pirumov lost all his deposits. Those deposits became ownership of me and Alex Shnaider. We became the owner of those deposits. That's the way we understood it. We spoke on the phone, and there is also you can see some sort of a text messages back and forth via Blackberry. We clearly understood that, and that's how we proceeded

E. SLININ

Skies; correct?

A. It was clearly spoken --

Q. I am asking --

A. On the phone.

Q. Sir -- sir. I am asking you

--

A. I don't know what -- I am not an attorney. I cannot be precisely reading this. This is -- the attorney can read this, what language is here, but everything was done on a trustworthy, word by mouth, verbal agreement with me --

Q. It wasn't, sir, because we are sitting here --

MR. JEBOWITZ: Let's not be argumentative.

Q. I understand your position that things were done verbally. I am entitled to show you, and ask you questions about the things that were done in writing because there is a lot of stuff in writing.

A. I perfectly understand.

E. SLININ

further to do this business by returning all those aircraft in exchange for one delivery of Challenger 850 green 161.

MS. DYER: Move to strike.

Q. Sir, my question is, is there anywhere in this settlement agreement that I have placed before you as POOO193 through -- with exhibits, POOO2085, where it provides that any monies would be returned to either Mr. Pirumov or you? That's all I am asking.

A. It's a standard boiler plate agreement.

Q. I am not asking what it is. I am just asking --

A. It doesn't matter. I don't understand. This is too grammar for me.

Q. Okay.

So, you don't know one way or another whether it --

A. I understand one thing.